

# **Exhibit E**

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April 9, 2019

**VIA Hand Delivery and Electronic Mail**

Monika Roots, M.D.  
3140 Oxford Road  
Madison, WI, 53705  
612-250-9737  
Roots@wisconsin.edu

**STRICTLY PRIVATE AND CONFIDENTIAL**

Dear Dr. Roots:

We represent Teladoc Health, Inc. ("Teladoc" or the "Company") and Teladoc's corporate subsidiaries and affiliates, including, without limitation, Teladoc Behavioral Health, P.A. ("Teladoc Behavioral"). It has come to our attention that you have knowingly and intentionally shared material, confidential information about Teladoc and Teladoc Behavioral with certain persons and entities in violation of each of: (i) the Confidential Settlement Agreement and General Release of All Claims between you and Teladoc, dated June 22, 2018 ("Settlement Agreement"); (ii) the Independent Contractor Physician Agreement between you and Teladoc Behavioral, dated May 26, 2015 ("Physician Agreement"); (iii) the Employment Agreement between you and Teladoc, dated December 5, 2016 ("Employment Agreement"); and (iv) the Employee Confidentiality and Proprietary Rights Agreement between you and Teladoc, dated December 5, 2016 ("Confidentiality Agreement").

In particular, we wish to draw your attention to Paragraph 12 of the Settlement Agreement in which you promise to [REDACTED]

[REDACTED] Further, you agree that [REDACTED]

[REDACTED] You have knowingly and intentionally breached the Settlement Agreement by providing material, confidential information to market participants. Accordingly, you have forfeited any benefits received by you, or due to you, under the Settlement Agreement. The Settlement Agreement provides that your equity interests in the Company will [REDACTED]

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[REDACTED]  
[REDACTED] The Continued Vesting requires, however, that you [REDACTED]  
[REDACTED] including Paragraph 12. By knowingly and intentionally  
providing material, confidential information to market participants, [REDACTED]  
[REDACTED] and, as a material breach of the contract, the Company is  
empowered to terminate the Continued Vesting. Your material breach of the Settlement  
Agreement terminates the Company's obligation to vest all outstanding equity incentives under  
the Continued Vesting.

Your conduct further violates the Physician Agreement, the Employment Agreement and the  
Confidentiality Agreement. Although the Settlement Agreement terminated certain provisions of  
the Employment Agreement, Paragraphs 6 and 14 of the Settlement Agreement [REDACTED]  
[REDACTED]

[REDACTED] By providing material, confidential information to market  
participants, you have [REDACTED]  
which explicitly requires that you [REDACTED]

[REDACTED] Moreover, Paragraph  
9 states that you [REDACTED]  
[REDACTED]

[REDACTED] Your actions  
constitute a manifest violation of the Physician Agreement, and, in turn, the Settlement Agreement,  
the Employment Agreement and the Confidentiality Agreement.

Perhaps most significantly, for you, your actions in improperly sharing material, non-public  
information with market participants in violation of your duty of confidentiality to Teladoc appear  
to constitute insider trading in violation of Securities Exchange Act Rule 10b-5(1), codified at 17  
C.F.R. 240.10b-5(1). As you are no doubt aware, this offense carries significant civil and criminal  
penalties for both yourself and those with whom you have improperly shared material, non-public  
information in violation of your duties to Teladoc.

To be clear, Teladoc has actionable evidence of your conduct and intends to take any and all actions  
that are appropriate, including actions in regard to any and all equity grants, deferred  
compensation, or compensation pursuant to contracts with the Company still outstanding. The  
Company may be obligated to and will report your conduct to any and all law enforcement  
agencies, including the United States Department of Justice, the New York Attorney General's  
Office and the United States Securities and Exchange Commission. The Company will also pursue  
any and all civil remedies available for the breach of the Physician Agreement and the Settlement  
Agreement, including punitive damages. Teladoc Behavioral hereby terminates the Physician  
Agreement for "cause" pursuant to the terms of Section 4(b) thereof.

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If you have questions, please contact me at (212) 906-1350.

Sincerely,

A handwritten signature in black ink, appearing to read 'CJ Clark', with a long horizontal flourish extending to the right.

Christopher J. Clark  
of LATHAM & WATKINS LLP